

SUBLEASE

Hangar 28, Wichita Mid-Continent Airport

This Sublease (this "Lease") is made and entered and shall be effective as of the Effective Date, by and between **Wichita Airport Facilities, Inc.**, a Kansas corporation (hereinafter referred to as "LESSOR") and **Raytheon Aircraft Services, Inc.**, a Kansas corporation, (hereinafter referred to as "LESSEE").

The parties hereto agree that this Agreement is made in view of the following facts:

A. LESSOR, as tenant, presently leases real property described as follows:

A building commonly known as Hangar 28, located at 1590 Airport Road, Wichita, Kansas 67209, which includes land and an industrial building with approximately 42,840 square feet of hangar space and 7,200 square feet of office space.

The above-described hangar space in the building and the surrounding premises, including paved parking and aircraft ramp, which comprises a total of approximately 3.5 acres, but not raw ground, as shown on **Exhibit A** hereto, which is hereafter subleased to the LESSEE, is hereinafter referred to as the "Leased Premises."

B. LESSOR leases the Leased Premises and other raw ground pursuant to a Lease dated October 15, 1999 (the "Ground Lease"), initially entered into by and between the Wichita Airport Authority of the City of Wichita, Kansas (the "Airport Authority"), and Executive Aircraft Corporation. The tenant's rights in the Ground Lease were previously assigned to: (i) EAC Aerospace Corporation f/k/a EAC Acquisition Corporation pursuant to an assignment dated March 22, 2000, and (ii) LESSOR pursuant to an assignment dated November 28, 2001.

C. LESSEE desires to sublease the Leased Premises from LESSOR and does agree to sublease said premises from LESSOR pursuant to the terms of this Lease Agreement.

D. LESSOR desires to sublease the Leased Premises to the LESSEE and does agree to sublease said premises to LESSEE pursuant to the terms of this Lease Agreement.

E. LESSEE and LESSOR acknowledge that LESSOR's right to sublease the Leased Premises requires the written consent of the Airport Authority; therefore, this Lease shall be effective as of the date this Lease is duly executed on behalf of the Airport Authority, as set forth on the signature page hereto (the "Effective Date"); provided, that LESSOR may extend the

Effective Date up to thirty (30) days after such date to the extent necessary to terminate the existing sublease of the Leased Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Lease and Condition of Premises:** The LESSOR hereby subleases the Leased Premises unto the LESSEE and the LESSEE hereby rents the Leased Premises from the LESSOR pursuant to the terms of this Agreement. LESSEE agrees to use the Leased Premises for routine storage and maintenance of aircraft by LESSEE (the "Permitted Use") and no other purpose. LESSEE acknowledges and agrees that it has had sufficient opportunity to inspect the Leased Premises, which are in good condition, and that it accepts the same "as is."

2. **Term of Lease:** The term of this Lease (the "lease term") shall include an initial term of approximately four years plus up to four, two-year extensions thereof, subject to the terms and conditions set forth herein, and in all cases unless terminated earlier in accordance with the terms hereof.

The initial term of this Lease shall be for a period of approximately four (4) years, commencing on the Effective Date and expiring on the last day of the last full calendar month preceding the fourth anniversary of the Effective Date (the "Initial Term"). Provided that LESSEE is not in default under this Lease or any of the terms, provisions, or conditions hereof, LESSEE shall have the following options to extend the lease term, to-wit:

LESSEE shall have the option to extend the lease term for a period of two (2) additional years, commencing effective the day after the expiration of the Initial Term and expiring two (2) years thereafter (the "First Renewal Term"), upon the giving of an irrevocable written notice of the exercise of such option to LESSOR at least ninety (90) days prior to the expiration of the Initial Term. If said option is duly exercised, the lease term shall be automatically extended for the First Renewal Term without requirement of any further instrument upon all of the same terms, provisions, and conditions set forth therein.

If LESSEE exercises its option for the First Renewal Term, LESSEE shall have the further option to extend the lease term for a period of two (2) additional years, commencing effective the day after the expiration of the First Renewal Term and expiring two (2) years thereafter (the "Second Renewal Term"), upon the giving of an irrevocable written notice of the exercise of such option to LESSOR at least ninety (90) days prior to the expiration of the First Renewal Term. If said option is duly exercised, the lease term shall be automatically extended for the Second Renewal Term without requirement of any further instrument upon all of the same terms, provisions, and conditions set forth therein.

If LESSEE exercises its option for the Second Renewal Term, LESSEE shall have the further option to extend the lease term for a period of two (2) additional years, commencing effective the day after the expiration of the Second Renewal Term and expiring two (2) years thereafter (the "Third Renewal Term"), upon the giving of an irrevocable written notice of the exercise of such option to LESSOR at least ninety (90) days prior to the expiration of the Second Renewal Term. If said option is duly exercised, the lease term shall be automatically extended for the Third Renewal Term without requirement of any further instrument upon all of the same terms, provisions, and conditions set forth therein.

If LESSEE exercises its option for the Third Renewal Term, LESSEE shall have the further option to extend the lease term for a period of two (2) additional years, commencing effective the day after the expiration of the Third Renewal Term and expiring two (2) years thereafter (the "Fourth Renewal Term"), upon the giving of an irrevocable written notice of the exercise of such option to LESSOR at least ninety (90) days prior to the expiration of the Third Renewal Term. If said option is duly exercised, the lease term shall be automatically extended for the Fourth Renewal Term without requirement of any further instrument upon all of the same terms, provisions, and conditions set forth therein.

3. **Initial Payment:** Within three (3) business days following the Effective Date, the LESSEE shall pay to the LESSOR the sum of an amount equal to the pro-rated monthly rental payable for the period commencing on the Effective Date (or possession, if earlier) and ending on the last day of the first full calendar month following the Effective Date plus an amount equal to the monthly rental payable for the last calendar month in the Initial Term. The former amount shall be applied against the rental otherwise payable for such period. The latter amount shall be retained by the LESSOR as a security deposit and shall be applied against the rental otherwise payable by the LESSEE for such last calendar month, and, upon request of the LESSOR if the LESSEE exercises any option terms, the LESSEE shall deposit additional amounts to increase the security deposit such that it is equal to the then-applicable rental.

4. **Rental:** The base monthly rental payable by the LESSEE to the LESSOR shall be as follows:

Initial Term:	\$35,000.00 per month
First Renewal Term (if exercised):	\$36,750.00 per month
Second Renewal Term (if exercised):	\$38,587.50 per month
Third Renewal Term (if exercised):	\$40,516.88 per month
Fourth Renewal Term (if exercised):	\$42,542.72 per month

Each payment of base monthly rental shall be due in advance on the first day of each calendar month during the lease term. In addition, LESSEE shall timely pay all other amounts it is required to pay herein, all of which shall be deemed to constitute additional rental hereunder. The LESSEE acknowledges and agrees that this Lease is intended to be a "triple net" lease, in that all costs and expenses associated with the ownership, operation, and use of the Leased Premises, including all repairs and maintenance, taxes, and utilities and insurance as hereinafter prescribed, but excluding any base rent payments owed by the LESSOR to the Airport Authority pursuant to the Ground Lease and any debt service payments owed by the LESSOR to any third party, are to be borne by LESSEE.

5. **Alterations and Improvements to Premises:** LESSEE may at any time during the lease term, but only upon obtaining LESSOR's written consent thereto as hereinafter prescribed, and subject to the conditions hereinafter set forth, at LESSEE's own cost, make any alterations or improvements in and to the interior portions of the Leased Premises. Any alterations and improvements pursuant to this paragraph shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building or the Leased Premises, or change the purposes for which the building of which the Leased Premises are a part may be used. The conditions with respect to alterations or improvements are as follows:

a. All necessary building permits, licenses, and consents must be obtained from any governmental agency having jurisdiction or any public utility having an interest therein, and all work performed shall be done in accordance with the requirements of any authority having jurisdiction with respect thereto. Plans and specifications must receive the written approval of the LESSOR prior to the commencement of any work.

b. All alterations and improvements in or to the Leased Premises or which may be erected or installed during the lease term shall become a part of the Leased Premises and the sole property of the LESSOR at the expiration of the term; provided, however, that all movable counters, furniture, and equipment of the LESSEE shall be and remain the property of the LESSEE.

6. **Maintenance and Repairs of Premises:** LESSEE shall at all times during the lease term, and at LESSEE's own cost, repair, replace and maintain in good, safe, clean, and slightly condition the Leased Premises, including all interior and exterior surfaces and structures and all improvements, fixtures, and equipment located in or on the Leased Premises, and shall use all reasonable precautions to prevent waste, damage, or injury to any portion of the Leased Premises, or any structure or improvement adjacent thereto. Without limiting the generality of the foregoing, the conditions and requirements with respect to repairs of the Leased Premises shall be as follows:

a. The LESSEE shall repair and replace and shall maintain in good and satisfactory condition the exterior of the Leased Premises, including the exterior of the building, all glass windows, doors, skylights, and exterior fixtures. The LESSEE shall also maintain at LESSEE's sole and separate cost the roof, exterior sheet metal, flooring, and the lawn and landscaping appurtenant to the Leased Premises, all of which must be returned, at the end of the lease term, in at least as good of condition as on the date hereof, excepting ordinary wear and tear and obsolescence in spite of repair.

b. The LESSEE shall pay all costs of snow removal and the cleaning and repairing of the sidewalks and parking lot adjacent to and appurtenant to the Leased Premises.

c. The LESSEE shall be responsible for repairing, replacing, and maintaining all heating, electrical, plumbing, air-conditioning, and fire suppression systems appurtenant to the Leased Premises. Specifically, the LESSEE shall procure and, upon request, provide satisfactory evidence to the LESSOR that its employees have received specialized training on the use and maintenance of the fire suppression system.

d. The LESSEE shall pay for the repairs of any damage caused by the negligence or intentional acts of the LESSEE or the LESSEE'S agents, licensees, or invitees.

e. All other repairs necessary in order to maintain the building and improvements and surrounding premises in good condition shall be paid by the LESSEE at LESSEE's sole cost, including any repairs of latent or other defects.

7. **LESSEE to Pay all Taxes:** LESSEE agrees to pay, on or before the last day on which payment may be without penalty or interest, all taxes or assessments assessed against LESSEE or LESSEE's personal property which may be located in or be a part of the Leased Premises. LESSEE also agrees to pay all real estate taxes or assessments assessed against the Leased Premises by any governmental authority for all periods (or portions thereof) during the lease term.

8. **LESSEE to Pay all Utilities:** LESSEE agrees to pay all utilities and similar charges for the Leased Premises such as electricity, gas, water, sewer, trash pick-up, and telephone charges, including any cost of hooking up or switching said utilities. LESSOR shall not be liable for any disruptions in utility services to the Lease Premises nor shall any such disruptions constitute an eviction or otherwise result in any abatement of rental or relief of other obligations of the LESSEE hereunder.

9. **LESSEE to Pay all Insurance:**

a. The LESSEE shall procure and maintain in effect, during the lease term, at its sole cost and expense, commercial general liability insurance with at least a single combined limit of Five Million Dollars (\$5,000,00.00), insuring against all liability of the LESSEE and its agents arising out of and in connection with the LESSEE's use or occupancy of the Leased Premises. All such insurance shall also insure performance by the LESSEE of the indemnity provisions of this Lease in favor of the LESSOR, provided, that the amount of coverage shall not be deemed to limit the LESSEE's liability hereunder.

b. The LESSEE shall procure and maintain in effect, during the lease term, at its sole cost and expense, fire and extended coverage casualty insurance (under a policy of "All Risk" or comparable insurance coverage) on the Leased Premises and all improvements and personal property located on the Leased Premises, in each case in an amount not less than the full insurable value thereof, which shall in no event be less than Three Million Five Hundred Thousand Dollars (\$3,500,000.00).

c. The LESSEE shall procure and maintain in effect, during the lease term, at its sole cost and expense, hangar keepers liability insurance coverage on the Leased Premises and all improvements and personal property located on the Leased Premises, in each case in an amount not less than Five Million Dollars (\$5,000,000.00).

d. Each insurance policy described above shall name the LESSOR as an additional named insured or loss payee, as the case may be, but only to the extent of any indemnification required under the Agreement and shall contain an endorsement requiring thirty days' prior written notice from the insurance company to the LESSOR before cancellation. Each such policy, or a certificate showing it is in effect, shall be provided to the LESSOR on or prior to the Effective Date, and renewal certificates or copies of renewal policies shall be delivered to the LESSOR at least thirty days prior to the expiration date of any such policy.

e. Each insurance policy maintained by either party with respect to the Leased Premises shall contain a "waiver of subrogation clause," which shall waive the insurance company's right of subrogation against the other party and such other party's affiliates, shareholders, directors, officers, employees, and representatives. In this regard, and notwithstanding anything herein to the contrary (including paragraphs 14 and 15), each party hereby waives any and all causes of action it may have against the other party to the extent of available insurance coverage.

10. **No Abatement of Rental:** No abatement, diminution, or reduction of rental shall be claimed or allowed to LESSEE or any persons claiming under LESSEE, in any circumstance, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements, or repairs to the Leased Premises, including during the

restoration of the Leased Premises after the destruction or damage thereof by fire or other casualty.

11. **Property Loss, Damage, Etc.:** LESSOR or LESSOR'S agents shall not be liable for any damage to any property stored or located on the Leased Premises and owned by LESSEE or anyone else, except to the extent caused by the negligence or intentional acts of the LESSOR or LESSOR'S agents. LESSOR or LESSOR'S agents shall not be liable for any injury or damage to any person or property in, on, or about the Leased Premises, resulting from any condition or cause whatever, except to the extent caused by the negligence or intentional acts of the LESSOR or LESSOR'S agents. The LESSOR or LESSOR'S agent shall not be liable for any damages to the LESSEE or LESSEE'S agents, licensees, invitees, and/or all other persons whom LESSEE permits to be in or about the Leased Premises or to any of their property occasioned by any failure to repair, or from the bursting or leaking of water, gas, or plumbing pipes or fixtures and equipment in the Leased Premises or for damage occasioned by water, snow, or ice on the roof, parking lot, or walks.

12. **Damage, Destruction, or Condemnation of Premises:** If the Leased Premises shall be partially or wholly damaged or destroyed by fire or other casualty, this Lease shall not terminate, and LESSEE shall repair the Leased Premises. If the Leased Premises is untenantable by reason of such partial or total damage, the rent shall not be apportioned and instead full rental shall be paid by LESSEE during any period of time in which the Leased Premises is being repaired. LESSOR shall not be liable or responsible for any delay in repairing the Leased Premises to its pre-casualty condition, except that the LESSOR shall surrender to the LESSEE any insurance proceeds received by LESSOR the extent necessary to effect such repairs. Repairs shall be made as expeditiously as reasonably possible under the circumstances. If a substantial portion of the Leased Premises is condemned or taken by a governmental authority, then this Lease shall terminate as of the effective date of such condemnation or taking, and the LESSEE shall have no interest in any portion of the award.

13. **Uses; Restrictions; Compliance with Laws:**

a. LESSEE shall use the Leased Premises only for the Permitted Use and no other purpose and shall not use the Leased Premises for any unlawful, disreputable, or ultrahazardous purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.

b. LESSEE agrees to comply with all laws, ordinances, and regulations of any governmental authority applicable to the LESSEE or the Leased Premises, as well as all regulations of insurance applicable to the Leased Premises.

14. **Indemnification:** LESSEE shall indemnify and hold LESSOR and its affiliates, shareholders, directors, officers, employees, agents, and representatives (the '**Released Parties**')

harmless from and against, and shall pay or reimburse the Released Parties for, all expenses, liabilities, claims of every kind, including attorneys' fees and court costs (collectively, "Losses"), incurred by any of them arising out of or relating to any injury or damage happening on or about the Leased Premises, whether caused in whole or in part by an act or omission of LESSEE or LESSEE'S agents, licensees, invitees, and/or all other persons whom LESSEE permits to be in or about the Leased Premises or otherwise. However, LESSOR shall indemnify and hold LESSEE and its affiliates, shareholders, directors, officers, employees, agents, and representatives harmless from and against, and shall pay or reimburse LESSEE and such persons for, all Losses incurred by any of them to the extent caused by the negligence or intentional acts of LESSOR or LESSOR'S agents.

15. **Environmental Indemnification:** LESSOR acknowledges that LESSEE may permit the use of Hazardous Materials on the Leased Premises in the ordinary course of business conducted on the Leased Premises. However, during the term of this Lease except in the ordinary course of business, LESSEE shall not use the Leased Premises for the storage of Hazardous Materials, nor shall the LESSEE permit the release of Hazardous Materials on the Leased Premises. Finally, to the extent LESSEE releases any Hazardous Materials on the Leased Premises such that the Leased Premises are in any manner contaminated by Hazardous Materials such that the Leased Premises requires remediation under any Environmental Law, then the LESSEE, at LESSEE's expense, shall remove said Hazardous Materials, and shall restore the Leased Premises to a condition which satisfies all pertinent "Environmental Laws," and shall indemnify LESSOR from all liabilities, claims, and expenses arising out of or relating to LESSEE's release of such Hazardous Materials. As used in this Paragraph, the term "Hazardous Materials" means any material which is prohibited or considered as a "Hazardous Material" under the Environmental Laws. As used in this Paragraph, the term "Environmental Law" means the Clean Air Act, 42 USC Section 7401 et seq.; the Clean Water Act, 33 USC Section 1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 USC Section 136 et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601; and any other state or federal environmental protection legislation which now exists, which at any time in the past has existed, or which may at any time in the future exists and becomes applicable to the Leased Premises as a result of any actions, inactions, negligence, or usage of the Leased Premises by the LESSEE.

16. **Events of Default by LESSEE:** Each of the following events shall constitute a default or breach of this Lease by LESSEE:

a. If LESSEE or any successor or assignee of LESSEE while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

b. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against LESSEE, or if a receiver or trustee shall be appointed of all or substantially all of the property of LESSEE, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment;

c. If LESSEE shall fail to pay LESSOR any rent or additional rent when due and shall not make the payment within twenty (20) days after notice thereof by LESSOR to LESSEE;

d. If LESSEE shall fail to perform or comply with any of the other terms or conditions of this Lease and if the nonperformance shall continue for a period of twenty (20) days after notice thereof by LESSOR to LESSEE or, if the performance cannot be reasonably had within the twenty (20) day period, if LESSEE shall not diligently proceed to completion of performance;

e. If LESSEE shall vacate or abandon the Leased Premises;

f. If this Lease or the estate of LESSEE hereunder shall be transferred to, assigned to, or shall pass or devolve on any other person, entity, or party, except in the manner herein permitted; or

g. If LESSEE shall be in default under any other lease or agreement with LESSOR.

17. **LESSOR's Rights in the Event of Default by LESSEE:** In the event of any default hereunder, as set forth in paragraph 16, the rights of LESSOR shall be as follows (which shall be cumulative and in addition to any other rights LESSOR may have under applicable law):

a. LESSOR shall have right to cancel and terminate this Lease, as well as all of the right, title, and interest of LESSEE hereunder after not less than five (5) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, the Lease and the right, title, and interest of LESSEE hereunder shall terminate in the same manner and with the same force and effect, except as to LESSEE's continued liability for all amounts due hereunder, as if the date fixed in the notice of cancellation and termination were the end of the lease term.

b. LESSOR may elect, but shall not be obligated, to make any payments required of LESSEE herein or perform any agreement, term, or condition required hereby to be performed by LESSEE, and LESSOR shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, and any expenditure for the correction by

LESSOR shall be payable by LESSEE but shall not be deemed to waive or release the default of LESSEE or the right of LESSOR to take any action as may be otherwise permissible hereunder in the case of any default.

c. LESSOR may reenter the Leased Premises immediately and remove the property and personnel of LESSEE, and store the property in public warehouse or at a place selected by LESSOR, at the expense of LESSEE. After reentry, LESSOR may terminate the lease on giving five (5) days' written notice of termination to LESSEE. Without the notice, reentry will not terminate the lease. On termination, LESSOR may recover from LESSEE all damages proximately resulting from the breach, including the cost of recovering the Leased Premises, and the worth of the balance of this Lease over the reasonable rental value of the Leased Premises for the remainder of the lease term, which sum shall be immediately due LESSOR from LESSEE.

d. After reentry, LESSOR may relet the Leased Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as LESSOR may choose. LESSOR may make alterations and repairs to the Leased Premises. The duties and liabilities of the parties if the Leased Premises are relet as provided herein shall be as follows:

(1) In addition to LESSEE's liability to LESSOR for breach of the Lease, LESSEE shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by LESSOR under the new lease agreement and the rent installments that are due for the same period under this Lease.

(2) LESSOR shall have the right, but shall not be required, to apply the rent received from reletting the Leased Premises (1) to reduce the indebtedness of LESSEE to LESSOR under the Lease, not including indebtedness for rent, (2) to expenses of the reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this Lease as it becomes due.

e. The LESSOR shall be entitled to recover from the LESSEE, in addition to the LESSOR's actual damages as a result of any default by LESSEE, such additional expenses as are incurred by the LESSOR in enforcing the terms of this lease against the LESSEE. Such additional expenses shall include all attorney's fees incurred by the LESSOR, all court costs, and other reasonably related expenses incurred in enforcing this Lease and the provisions hereof.

f. Any sums not paid to the LESSOR when properly due pursuant to the terms of this Lease shall accrue interest at the lesser of the rate of eighteen percent (18%) per annum or the maximum amount permitted by law until paid.

18. **Payments by LESSEE after Default not to Reinstate Lease:** No receipt of money by LESSOR from LESSEE after default or cancellation of this Lease in any lawful manner shall (1) reinstate, continue, or extend the term of affect any notice given to LESSEE (2) operate as a waiver of the right of LESSOR to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of the LESSOR to recover possession of the Leased Premises by proper suit, action, proceeding, or other remedy. After (1) service of notice of cancellation as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding or other remedy or (3) final order or judgment for possession of the Leased Premises, LESSOR may demand, receive, and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the Leased Premises or at the election of LESSOR, on account of the liability of LESSEE hereunder.

19. **Miscellaneous Rights of LESSOR:**

a. In the event of a breach or a threatened breach by LESSEE of any of the terms and conditions hereof, LESSOR shall have the right of injunction to restrain LESSEE and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

b. The rights and remedies given to LESSOR in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by LESSOR, shall be deemed to be in exclusive of any of the others herein, by law, or by equity provided.

c. In all cases hereunder, and in any suit, action, or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if LESSOR shall produce a bill, notice, or certificate of any public official entitled to give that notice to the effect that such charge appears of record on the books in his office and has not been paid.

20. **Inspection of Premises by LESSOR:** LESSEE shall permit LESSOR or its agents to enter the Leased Premises at all reasonable hours to inspect the Leased Premises or make repairs that LESSEE may neglect or refuse to make in accordance with the provisions of this Lease, and also to show the Leased Premises to prospective buyers. At any reasonable time, LESSOR may show the Leased Premises to persons wishing to rent the Leased Premises.

21. **Subordination of Lease to Mortgages and Deeds of Trust:** This Lease and all rights of LESSEE hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the Leased Premises, or any part thereof, and to any and all renewals, modifications, extensions, or refinancings or replacements of any such mortgages. LESSEE shall on demand execute, acknowledge, and deliver to LESSOR, without expense to LESSOR, any and all instruments that may be necessary or proper to subordinate this Lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, extension, or refinancing or replacement thereof, and if LESSEE shall fail at any time to execute, acknowledge and deliver any such subordination instrument, LESSOR, in addition to any other remedies available in consequence thereof, may execute, acknowledge, and deliver the same as LESSEE's attorney-in-fact and in LESSEE's name. LESSEE hereby irrevocably makes, constitutes, and appoints LESSOR, its successors and assigns, his attorney-in-fact for that purpose. In the event of a foreclosure on any mortgage or Deed of Trust to which this Lease is subject, the mortgagee or the purchaser at any such foreclosure sale shall be entitled to substitution as LESSOR of this Lease, and as substitute LESSOR shall be entitled to enforce all terms and conditions hereof, and LESSEE shall attorn to such substitute LESSOR.

22. **LESSEE Bound by Encumbrances of Record and Ground Lease:** The parties shall be bound by all existing agreements, easements, restrictions, and encumbrances of record relating to the Leased Premises, and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder. In addition, LESSEE acknowledges that LESSOR's and its rights to the Leased Premises are subject to the existing restrictions and obligations relating to the Leased Premises contained in the Ground Lease, as the case may be, and related documents, copies of which have been made available to LESSEE, and all rights of the Airport Authority, as landlord, thereunder, and that it shall abide by all of said restrictions and obligations; provided, that the LESSOR agrees it shall neither intentionally violate the Ground Lease nor agree to an amendment thereof that affects the LESSEE's rights to the Leased Premises without the LESSEE's prior consent. Without limiting the generality of the foregoing, pursuant to Section 9.1 of the Ground Lease, LESSEE agrees as follows:

a. Except for vending machines for the LESSEE's use, the LESSEE shall not be permitted to use the Leased Premises or any part thereof for retail food or beverage service, automobile sales or service, or the provision of recreation or entertainment;

b. The LESSEE shall not be permitted to use any portion of the Leased Premises for any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, or racetrack.

23. **Peaceable Surrender of Possession at End of Term; Improvements and Property:** All leasehold improvements which are permanently attached to the Leased Premises will, at the end of the lease term, become the sole and separate property of the LESSOR, and LESSEE shall have no further claim thereon. Furthermore, LESSEE agrees that LESSEE will not mortgage, grant a security interest in, or pledge in any manner any such improvements. LESSEE shall, on the last day of the lease term, peaceably and quietly surrender and deliver the Leased Premises to LESSOR, including all buildings, improvements, and fixtures constructed or placed thereon by LESSEE, except movable personal property, all in good condition and repair; without limiting the generality of the foregoing, LESSEE shall, at the end of the lease term, resurface the floor so the floor is in "as received" condition. Any such movable personal property belonging to LESSEE, if not removed at the end of the lease term, shall, if LESSOR so elects, be deemed abandoned and become the property of LESSOR without any payment or offset therefor. If LESSOR shall not so elect, LESSOR may remove such abandoned personal property from the Leased Premises and store it at the risk and expense of LESSEE. LESSEE shall repair and restore all damage to the Leased Premises caused by the removal of any such personal property.

24. **Holding Over:** If the LESSEE remains on the Leased Premises after the end of the lease term, then and in that event, the LESSEE hereby waives all notice to quit and agrees to pay to the LESSOR for the period that the LESSEE is in possession after the end of the lease term, a monthly rental payment which is equal to two hundred percent of the monthly rental plus all additional rental set forth herein. The LESSEE agrees to indemnify and hold the LESSOR harmless from and against all damages, loss, costs, and expenses, direct and consequential, which the LESSOR may suffer in defense of claims by other parties against the LESSOR arising out of such a holding over by the LESSEE, including without limitation attorneys' fees which may be incurred by the LESSOR in defense of such claims. Acceptance of rent by the LESSOR after the end of the lease term shall not constitute consent to a holding over, and the LESSOR, at the LESSOR's option, may forthwith re-enter and take possession of the Leased Premises by process of law or otherwise.

25. **No Waiver of LESSOR's Right to Strict Performance:** The failure of LESSOR to insist on a strict performance of any of the terms and conditions hereof at any time or from time to time shall be deemed a waiver of the rights or remedies that LESSOR may have regarding such specific instance or instances only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

26. **Notices:** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

LESSOR:

Wichita Airport Facilities, Inc.

1001 E. Cherry, Suite 308
Columbia, MO 65201
Telephone: (573) 449-8323
Telecopier: (573) 449-2643

with a copy to: Robert Taylor
11201 West 121st Terrace
Overland Park, KS 66213

LESSEE: Raytheon Aircraft Services, Inc.
9709 E. Central
Wichita, KS 67206
Telephone: _____
Telecopier: _____

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

27. **No Assignment, Encumbrance or Subletting by LESSEE; Mechanics Liens:**

a. Neither LESSEE nor LESSEE's successors or permitted assigns shall assign or encumber this Lease or its interest herein or sublet the Leased Premises in whole or in part, or permit the Leased Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent, in writing, of LESSOR in each instance. If an attempt is made by LESSEE to assign or encumber this Lease or its interest herein, or if all or any part of the Leased Premises is sublet or occupied by any person or entity other than LESSEE, this Lease will be considered as breached by the LESSEE, but LESSOR may, after such default by LESSEE, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any term or condition hereof, or the acceptance of the assignee, subtenant, or occupant as LESSEE. LESSEE shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent by LESSOR to an assignment, encumbrance, or sublease shall not be construed to relieve LESSEE from obtaining the express written consent of LESSOR to any such future transaction. LESSOR may freely assign its interest in the Leased Premises, without LESSEE's consent.

b. LESSEE shall not create or permit to be filed or maintained any mechanic's lien or security interest filed against the Leased Premises or any part thereof or any improvements thereon, as a result of any purchase, alteration or improvement, or repair by or on behalf of LESSEE or at its direction, and, in the event any such lien or security interest is created, LESSEE shall immediately cause the discharge and removal of the same.

28. **Entire Agreement:** This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

29. **Binding Effect:** This Lease and the terms and conditions hereof shall apply to and are binding on, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto.

30. **Construction of Lease:** This Lease shall be governed and construed in accordance with the laws of the State of Kansas. The language in all parts of this Lease shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and had equal input with respect to this Lease and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease. Furthermore, as used herein the term "including" (and its derivations) shall mean including without limitation, the headings herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease, and references herein to "this Lease" and the words "herein," "hereof," and words of similar import refer to this Lease in its entirety, .

31. **Time:** Time is of the essence in all provisions of this Lease.

32. **Multiple Copies:** This Lease has been executed in multiple copies, each of which shall be considered as an "original."

33. **Payments of Rental to LESSOR:** All payments of rental shall be made to LESSOR at the following address (unless LESSEE is notified by LESSOR of a different address in writing hereafter):

Wichita Airport Facilities, Inc.
1001 E. Cherry, Suite 308
Columbia, MO 65201

IN WITNESS WHEREOF, the parties have executed this Lease at Wichita, Kansas, the day and year first above written.

Wichita Airport Facilities, Inc.
("LESSOR")

By: _____ Date: _____
Printed Name: _____
Title: _____

Raytheon Aircraft Services, Inc.
("LESSEE")

By: _____ Date: _____
Printed Name: _____
Title: _____

The Wichita Airport Authority of the City of Wichita, Kansas, hereby consents to the sublease of the Leased Premises by the LESSOR to the LESSEE.

Wichita Airport Authority
("Airport Authority")

By: _____ Date: _____
Printed Name: _____
Title: _____